

**Superior Court of the District of Columbia  
CIVIL DIVISION**

500 Indiana Avenue, N.W., Room JM-170  
Washington, D.C. 20001 Telephone: 879-1133

Jeff Schmidt  
3003 Van Ness Street NW # W406  
Washington, DC 20008 *Plaintiff*

**03-0004443**

vs. American Institute of Physics  
One Physics Ellipse  
College Park, MD 20740 *Defendant*

Civil Action No. \_\_\_\_\_

Agent: The Corporation Trust Incorporated  
300 East Lombard Street  
Baltimore, MD 21202

**SUMMONS**

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the party plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Room JM 170 at 500 Indiana Avenue, N.W., between 9:00 a.m. and 4:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within five (5) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

*Clerk of the Court*

Jeff Schmidt

Name of Plaintiff's Attorney

3003 Van Ness Street NW # W406

Address

Washington, DC 20008

202-537-3645

Telephone

By \_\_\_\_\_

Deputy Clerk

Date \_\_\_\_\_

**MAY 30 2003**

PUEDE OBTENERSE COPIAS DE ESTE FORMULARIO EN ESPANOL EN EL TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA, 500 INDIANA AVENUE, N.W., SALA JM 170

YOU MAY OBTAIN A COPY OF THIS FORM IN SPANISH AT THE SUPERIOR COURT OF D.C., 500 INDIANA AVENUE, N.W., ROOM JM 170

NOTE: SEE IMPORTANT INFORMATION ON BACK OF THIS FORM.



**NOTE: SEE IMPORTANT INFORMATION ON BACK OF THIS FORM.**

**IMPORTANT: IF YOU FAIL TO SERVE AND FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, *DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.***

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (628-1161) or the Neighborhood Legal Services (682-2700) for help or come to Room JM 170 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

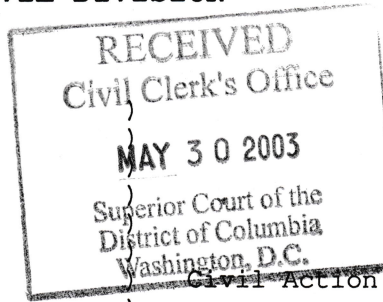
**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

Jeff Schmidt  
3003 Van Ness Street NW #W406  
Washington, DC 20008

Plaintiff,

American Institute of Physics  
One Physics Ellipse  
College Park, MD 20740

Defendant.



**03-0004443**

**COMPLAINT**

1. Jurisdiction of this court is founded on D.C. Code Annotated, 1973 edition, as amended, Sec. 11-921.

**Facts**

2. Plaintiff, Jeff Schmidt, is and was at all times relevant to this complaint, a resident of the District of Columbia.

3. Defendant, American Institute of Physics, is and was at all times relevant to this complaint, headquartered in College Park, Maryland, Prince Georges County, with an office in the District of Columbia. Defendant does business in the District of Columbia.

4. Defendant is a physics publishing organization affiliated with the University of Maryland, a state institution. Defendant, in its normal course of business, in its actions affecting Plaintiff, and at all times relevant to this complaint, acted under color of state law.

5. Plaintiff has a PhD in physics and was employed by Defendant for 19 years, from March 17, 1981, through May 31, 2000, as a science editor.

6. During the course of Plaintiff's employment, Plaintiff and Defendant entered into an employment contract that eliminated any at-will employment relationship between the parties.

7. Defendant expressly agreed that Plaintiff's employment was not at-will, and the terms of the modified employer/employee contract between the parties were reiterated by Defendant on numerous occasions, both in writing and orally.

8. The contract granted Plaintiff the right of free expression and advocacy, and further promised that job security would be based on work performance. The contract also specified the work that Plaintiff would do and the compensation that Plaintiff would receive in return.

9. Plaintiff reasonably but detrimentally relied on said written and verbal terms of employment.

10. At all times, Plaintiff exceeded the contract's performance requirements.

11. Nevertheless, Defendant took extreme repressive measures against Plaintiff, including termination of Plaintiff's employment, in retaliation for the expression and advocacy granted and protected by the contract. Defendant acted without notice and without giving Plaintiff the opportunity to be heard.

**First cause of action -- Breach of Contract**

12. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 11 above.

13. On May 31, 2000, Defendant terminated Plaintiff's employment in breach of the contract and took other actions in breach of the contract. Defendant acted without notice and without giving Plaintiff the opportunity to be heard.

14. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages, including, but not limited to, damages for loss of past and future salary.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

**Second cause of action -- Breach of Oral Contract**

15. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 14 above.

16. As alleged in paragraph 7, Defendant entered into an oral contract with Plaintiff wherein Defendant agreed that Plaintiff's employment was not at-will, and the terms of the modified employer/employee contract between the parties were reiterated by Defendant on numerous occasions, both in writing and orally.

17. On May 31, 2000, Defendant terminated Plaintiff's employment in breach of said oral agreement and took other actions in breach of said oral agreement.

18. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages, including, but not limited to, damages for loss of past and future salary.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

**Third cause of action -- Detrimental Reliance**

19. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 18 above.

20. As alleged in paragraphs 6, 7, and 8, Defendant made certain promises to Plaintiff, including but not limited to the right of free expression and advocacy, and basing job security on work performance.



21. As alleged in paragraph 9, Plaintiff reasonably relied on the written and oral terms of employment promised by Defendant. In making these promises to Plaintiff, Defendant knew or should have known that these promises would induce Plaintiff to rely on these promises, continue active employment, and forego other options and opportunities.

22. Plaintiff reasonably relied on said promises, to his detriment.

23. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages, including, but not limited to, damages for loss of past and future salary.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

#### **Fourth cause of action -- 42 U.S.C. § 1983**

24. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 23 above.

25. As alleged in paragraphs 4 and 11, Defendant acted under color of state law in taking repressive measures against Plaintiff and depriving Plaintiff of the right of free expression.

26. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages, including, but not limited to, damages for loss of past and future salary.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

#### **Fifth cause of action -- Breach of Covenant of Good Faith and Fair Dealing**

27. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 26 above.

28. The law implies a covenant of good faith and fair dealing in all contracts.

29. As alleged in paragraphs 6, 7, and 8, Defendant made certain promises to Plaintiff, including but not limited to the right of free expression and advocacy, and basing job security on work performance.

30. As alleged in paragraph 13, Defendant intentionally and in bad faith violated the implied covenant of good faith and fair dealing with Plaintiff.

31. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages, including, but not limited to, damages for loss of past and future salary.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

#### **Sixth cause of action -- Violation of Due Process**

32. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 31 above.

33. Defendant gave Plaintiff no notice or opportunity to respond to Defendant's allegations before acting against Plaintiff and depriving Plaintiff of rights such as the property right that Plaintiff had invested in his employment.

34. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages, including, but not limited to, damages for loss of past and future salary.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

#### **Seventh cause of action -- Intentional Infliction of Emotional Distress**

35. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 34 above.

36. As alleged in paragraph 11, Defendant acted with the intent to inflict severe emotional distress upon the Plaintiff.

37. As a result of Defendant's actions, Plaintiff suffered severe emotional distress.

38. As a result of Defendant's actions, Plaintiff incurs both actual and potential damages, the nature and extent of which cannot be determined with certainty at the time of this filing.

Wherefore, Plaintiff demands judgment against Defendant as follows:

- A. That Plaintiff be reinstated to his position of employment.
- B. That Plaintiff be awarded \$4,000,000 in compensatory and punitive damages.

Plaintiff further requests costs and expenses incurred in this action, and any such further relief as the court deems proper.

Plaintiff requests trial by jury.

Plaintiff's telephone number: 202-537-3645

District of Columbia



Jeff Schmidt, being first duly sworn on oath, deposes and says that the foregoing is a just and true statement of the amount owing by defendant to the plaintiff, exclusive of all set-offs and just grounds of defense.

Jeff Schmidt  
(Plaintiff)

Subscribed and sworn to before me this 30th day of May, 2003.

Walter J. F.  
(Deputy Clerk) Walter J. F.

The District of Columbia: ss  
subscribed and sworn to before me  
this 30<sup>th</sup> day of May, 2003

Li Hua J.  
Notary Public, DC  
My commission expires 10/14/2006



# Superior Court of the District of Columbia

CIVIL DIVISION — CIVIL ACTIONS BRANCH

## INFORMATION SHEET

Jeff Schmidt

3003 Von Ness Street NW #W406

Washington, DC 20008

vs.

American Institute of Physics

One Physics Ellipse

College Park, MD 20740

Name:

Firm Name:

Telephone No.:

202-537-3645

Unified Bar No.:

TYPE OF CASE: ☐ Non-Jury

☐ 6 Person Jury

☒ 12 Person Jury

Demand: \$ 28,000,000.

Other:

Case Number:

Date:

Relationship to Lawsuit

☐ Attorney for Plaintiff

☒ Self (Pro Se)

Other:

### PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.

Judge

Calendar #

Case No.

Judge

Calendar #

### NATURE OF SUIT: (Check One Box Only)

#### A. CONTRACTS

- ☒ 01 Breach of Contract  
☐ 02 Breach of Warranty  
☐ 06 Negotiable Instrument  
☐ 15 Other:

- ☐ 07 Personal Property  
☐ 09 Real Property-Real Estate  
☐ 12 Specific Performance

#### COLLECTION CASES

- ☐ 14 Under \$25,000 Pltf. Grants Consent  
☐ 16 Under \$25,000 Consent Denied  
☐ 17 OVER \$25,000

#### B. PROPERTY TORTS

- ☐ 01 Automobile  
☐ 02 Conversion  
☐ 07 Shoplifting, D.C. Code § 3441

- ☐ 03 Destruction of Private Property  
☐ 04 Property Damage

- ☐ 05 Trespass  
☐ 06 Other:

#### C. PERSONAL TORTS

- ☐ 01 Abuse of Process  
☐ 02 Alienation of Affection  
☐ 03 Assault and Battery  
☐ 04 Automobile  
☐ 05 Deceit (Misrepresentation)  
☐ 06 False Accusation  
☐ 07 False Arrest  
☐ 08 Fraud

- ☐ 09 Harassment  
☐ 10 Invasion of Privacy  
☐ 11 Libel and Slander  
☐ 12 Malicious Interference  
☐ 13 Malicious Prosecution  
☐ 14 Malpractice Legal  
☐ 15 Malpractice Medical  
☐ 16 Negligence

- ☐ 17 Personal Injury  
☐ 18 Wrongful Death  
☐ 19 Wrongful Eviction  
☐ 20 Other:  
☐ 21 Asbestos  
☐ 22 Toxic/Mass Torts



**D. OTHERS**

- I. ☐ 01 Accounting  
☐ 02 Att. Before Judgment  
☐ 04 Condemnation (Emin. Domain)  
☐ 05 Ejectment  
☐ 07 Insurance/Subrogation  
Under \$25,000 Pltf.  
Grants Consent  
☐ 08 Quiet Title  
☐ 09 Special Writ (Specify)
- ☐ 10 T.R.O./Injunction  
☐ 11 Writ of Replevin  
☐ 12 Enforce Mechanics Lien  
☐ 16 Declaratory Judgment  
☐ 17 Merit Personnel Act (D.C.  
Code Title 1, Chapter 6)  
☐ 18 Product Liability  
☐ 24 Application to Confirm, Modify,  
Vacate Arbitration Award  
(D.C. Code 164315)
- ☐ 25 Other:  
☐ 26 Insurance/Subrogation  
Under \$25,000 Consent Denied  
☐ 27 Insurance/Subrogation  
Over \$25,000
- II. ☐ 03 Change of Name  
☐ 06 Foreign Judgment  
☐ 13 Correction of Birth Certificate  
☐ 14 Correction of Marriage  
Certificate
- ☐ 15 Libel of Information  
☐ 19 Enter Administrative Order as  
Judgment [6-2713(h) or  
36-3 19(a)]  
☐ 20 Master Meter (D.C. Code  
43-541, et seq.)
- ☐ 21 Petition for Subpoena  
[Rule 28-1(b)]  
☐ 22 Release Mechanics Lien  
23 Rule 27 (a)(1)  
(Perpetuate Testimony)

DC SUPERIOR COURT  
WASHINGTON, DC

05/30/2003 1:57 PM

Case #  
03CA004443

CIVIL ACTION	120.00
<hr/>	
Total	120.00
<hr/>	
Cash	120.00
<hr/>	
Change	0.00

Offer DP Z0497104 CREG04 #  
Civil Action

Please Save This Receipt.





*Superior Court of the District of Columbia  
Civil Division*

Schmidt, J vs American Institute of Physics \_\_\_\_\_

C.A. No. 03ca004443

**INITIAL ORDER**

Pursuant to D.C. Code §11-906 and District of Columbia Superior Court Rule of Civil Procedure ("SCR Civ") 40-1, it is hereby **ORDERED** as follows:

(1) Effective this date, this case is assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and judge's name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the Summons, the Complaint, and this Initial Order, and any General Order issued by the judge to whom the case is assigned. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in SCR Civ 4(m).

(3) Within 20 days of service as described above, except as otherwise noted in SCR Civ 12, each defendant must respond to the Complaint by filing an Answer or other responsive pleading. As to any defendant who has failed to so respond, a default and judgement will be entered unless the time to respond has been extended as provided in SCR Civ 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an Initial Scheduling and Settlement Conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients prior to the Conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Civil Assignment Office (202) 879-1750 may continue the Conference once, with the consent of all parties, to either of the two succeeding Fridays. Requests must be made not less than six business days before the scheduling conference date. No other continuance of the Conference will be granted except upon motion for good cause shown.

May 30, 2003

Chief Judge Rufus G. King, III

Case Assigned to: Calendar #6 (Judge Franklin A. Burgess, Jr.)

Initial conference: @ 9:30am 08/29/03 Courtroom: 517 Main Bldg., 5th Floor  
500 Indiana Ave., N.W.  
Washington, D.C. 20001

RECEIVED  
Civil Clerk's Office

JUL 24 2003

Superior Court of the  
District of Columbia  
Washington, D.C.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

CIVIL DIVISION

Jeff Schmidt

3003 Van Ness Street NW #W406

Washington, DC 20008

Plaintiff(s)

Civil Action No. 03-000443

vs.  
American Institute of Physics

One Physics Ellipse

College Park, MD 20740

Defendant(s)

Agent: The Corporation Trust Incorporated

300 East Lombard Street

Baltimore, MD 21202

AFFIDAVIT OF SERVICE BY REGISTERED/CERTIFIED MAIL

I, Jeff Schmidt, under oath do  
hereby state the following:

That my age and birth date are as follows: \_\_\_\_\_

That my residential or business address is: \_\_\_\_\_

3003 Van Ness Street NW #W406; Washington, DC 20008

That a copy of the Initial Order, Complaint and Summons  
was mailed by the affiant to the above named defendant American Institute of Physics  
c/o The Corporation Trust Incorporated by registered/~~certified~~ mail.

That the return receipt attached hereto was signed by  
Lynch for The Corporation Trust Incorporated, the Defendant herein or  
\_\_\_\_\_, a person of suitable age  
and discretion residing therein at the Defendant's usual place of  
abode, and the said receipt show the date of delivery as 22 July 2003

If return receipt does not purport to be signed by the party named  
in the Summons, then state specific facts from which the Court can  
determine that the person who signed the receipt meets the  
appropriate qualifications for receipt of process as required by  
SCR (Civil) 4(e)(2) and 4(c)(3).

SPECIFIC FACTS

The Corporation Trust Incorporated  
is the resident agent of  
The American Institute of Physics.

J. Schmidt

Signature

Subscribed and sworn to before me this 24th day of July 18 2003

O. Baranoff

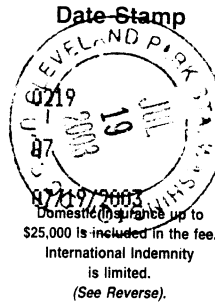
Deputy Clerk/Notary Public



Registered No. **RA 938 945 251 US**

Date Stamp

To Be Completed By Post Office	Reg. Fee \$		
	Handling Charge \$	\$7.50	Return Receipt \$1.75
	Postage \$	\$0.00	Restricted Delivery \$0.00
	Received by	\$0.60	



To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	Customer Must Declare Full Value \$	\$0.00	<input type="checkbox"/> With Postal Insurance <input checked="" type="checkbox"/> Without Postal Insurance
	FROM	Jeff Schmidt 3003 Van Ness Street NW #W406 Washington, DC 20008	
TO	The Corporation Trust 300 East Lombard Street Baltimore, MD 21202		

PS Form 3806, June 2002 **Receipt for Registered Mail** Copy 1 - Customer (See Information on Reverse)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Corporation Trust  
 300 East Lombard Street  
 Baltimore, MD 21202

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature *[Signature]* ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

THE CORPORATION TRUST INCORPORATED  
 300 E LOMBARD ST STE 1400  
 BALTIMORE, MD 21202  
☐ Certified Mail ☐ Express Mail  
☒ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

**RA 938 945 251 US**

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

UNITED STATES POSTAL SERVICE



First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Jeff Schmidt  
 3003 Van Ness Street NW #W406  
 Washington, DC 20008